

FxCraft Price Ladder for Forex Club SOFTWARE LICENSE AGREEMENT

By taking any steps to download, configure, install or use the entire product, or any part thereof, User accepts all the terms and conditions resulting from this Agreement. In case of purchasing this product for use by a company, User declares that he/she is authorised to represent the company for which he/she intends to download the product and accept the terms and conditions of this Agreement on behalf of the company. If User does not agree, he/she should not download, install or use the software.

THIS SOFTWARE LICENSE AGREEMENT (hereinafter referred to as "LA") IS
A LEGALLY BINDING AGREEMENT BETWEEN:

A person who has downloaded the product and is purchasing a software license,
hereinafter referred to as "LICENSEE",

and

FxCraft Jan Jabłoński, headquartered at ul. Jana Kochanowskiego 5, 33-300 Nowy Sącz, NIP
no.: 7343282510, REGON no.: 122 802 908, hereinafter referred to as "LICENSOR".

1. **Product**

A product or software in this Agreement is understood as FxCraft Manual Trader.

2. **Property**

LICENSOR is the owner of the software and all related intellectual property rights. The software is licensed, not sold. The structure, organisation and the software code have value and are a trade secret; they contain confidential information that belongs to LICENSOR. The software is protected by copyright law, including (without limitation) copyright law binding in Poland and other countries.

3. **Product License**

Pursuant to the terms and conditions of this Agreement, LICENSOR grants LICENSEE a personal, non-exclusive, non-transferable limited license to install and use the product on the brokerage account indicated by LICENSEE when purchasing the license. Except for exceptions described in detail in this Agreement, the Agreement does not grant LICENSEE any rights to the intellectual property contained in the product. All rights not expressly granted are reserved to LICENSOR. There are no implied rights. LICENSEE shall not alter or modify the software nor create new versions of the software installer. All modifications of the product are possible only with the consent of LICENSOR.

4. **Limitations**

LICENSEE is not entitled to any of the following:

1. development of derivative works based on the product, or any parts thereof, without the consent of LICENSOR;

2. duplication of the product, in whole or in part;
3. sale, licensing, disclosure, handing over or making the product available in any way, in whole or in part, to any third party;
4. modification, translation, decompilation or reproduction of the product, or any parts thereof, only to such extent as it is expressly permitted by the applicable law and prohibitions resulting from this Agreement;
5. removal or modification of any notifications or labels on the product.

5. Updates

If LICENSEE receives an update or an upgrade ("Update") of the software or its new version, he/she must have a valid license for an earlier version of the software in order to use the Update. All Updates provided are subject to the terms and conditions of this Agreement. If User receives an Update, he/she may continue to use the previous version of the software that is in his/her possession, custody or control. LICENSOR has no obligation to provide assistance for previous versions of the software when its Update is available. The Agreement does not oblige LICENSOR to provide support, service, updates or modification of the product.

6. Limitation of Liability

1. LICENSOR makes no guarantees, assurances or promises beyond those expressly set forth in this Agreement, and LICENSEE assumes the risk arising from the consequences of using or inability to use the Software.
2. LICENSOR does not guarantee that the Software will meet the requirements of LICENSEE or that the Software will operate smoothly.
3. To the maximum extent permitted by law, in no event shall LICENSOR be liable to LICENSEE, LICENSEE'S clients or other users for any special, incidental, punitive, indirect or consequential damages resulting from the use or inability to use the product, or any parts thereof, arising out of the terms and conditions of this Agreement (lost profits and confidential data, business interruption, health or privacy loss, failure to satisfy obligations exercised with due care, negligence, financial or any other damages), even in case of failure to satisfy the provisions or the scope of responsibility resulting from this Agreement or guarantee and even if LICENSOR has been advised of the possibility of such damages.
4. The entire liability of LICENSOR for any damages that may be incurred by LICENSEE for any reason, under any provisions of this Agreement and exclusive compensations to User for any losses previously mentioned will be limited. The compensation paid by LICENSOR shall in no event exceed the amount paid by LICENSEE to purchase the product.

7. Compensation

By accepting this Agreement, LICENSEE agrees not to hold LICENSOR, its employees, affiliates and other partners liable for any indirect, incidental, special, consequential or

exemplary loss caused by or related to the use of the product by LICENSEE or related in any way with this product.

8. **General Provisions**

This Agreement between LICENSEE and LICENSOR shall be governed by and construed in accordance with the laws of the Republic of Poland. This Agreement is a contract between LICENSOR and LICENSEE; it covers the use of the product by LICENSEE, and shall take precedence over any previous agreements between LICENSEE and LICENSOR relating to the subject matter of this Agreement.

In the event any of the terms and conditions of this Agreement is or becomes invalid or ineffective for any reason, it shall not affect the validity and effectiveness of the remaining terms and conditions. In such case, the parties are obliged to replace the invalid or ineffective provision with the one that is the most suited to its original intent in economic terms. Accordingly, this obligation applies to a situation where a gap in the Agreement that needs to be filled results during the performance of this Agreement.

The software is provided with restricted rights. It is produced by LICENSOR. The logo of LICENSOR, other trade names and commercial marks of LICENSOR are trademarks of LICENSOR.